

## MASS MAILING

The attached document is part of a mass mailing received in Docket Nos. 96-83 and 95-59. The following list specifies the names of the parties filing formal comments (ex parte presentations). The number of identical documents as specified in the File Number/City, St. field have been received by the Commission on this same date. You may contact an information technician in the Public Reference Room, Room 239 or 230 to view the documents.

Docket Number	Receipt/Adopted/Issued	Name of Applicant
96-83	7/11/96	A&P INVESTORS, INC.
96-83	7/11/96	AMBASSADOR APARTMENTS, IN
96-83	7/11/96	AMURCON REALTY COMPANY
96-83	7/11/96	CARRIAGE APARTMENTS HOUSE
96-83	7/11/96	LA PLAZA APARTMENTS
96-83	7/11/96	MEADOW WOOD
96-83	7/11/96	ORCHARD PARK
96-83	7/11/96	SHERWOOD CROSSING

TOTAL: 8

RECEIVED

JUL 11 1996

FCC MAIL ROOM

**AMURCON**

Amurcon Realty Company

DOCKET FILE COPY ORIGINAL

EX PARTE OR LATE FILED

July 9, 1996

Mr. William F. Caton  
Acting Secretary  
Federal Communications Commission  
1919 M Street, NW, Room 222  
Washington, DC 20554

DOCKET FILE COPY DUPLICATE

RE: Restrictions on Over-The-Air Reception Devices, CS Docket No. 96-83, and  
Preemption of Local Zoning Regulation of Satellite Earth Stations, IB Docket  
No 95-59

Dear Mr. Caton:

We write to request clarification regarding the possible effect on our business of the rules proposed in the above dockets. An original and 13 copies of this letter are enclosed for filing in the record. We understand that the proposed rules would invalidate "nongovernmental restrictions" that "impair" a viewer's ability to receive video programming over the air, through a wireless cable or similar system, or by direct broadcast satellite.

Amurcon Realty Company owns and operates multi-unit, residential apartment buildings. Consequently, we have entered into 3,656 leases with our residents. We are concerned that our leases might contain terms that are "nongovernmental restrictions" that "impair" viewing, but we do not know how the proposed rules would be applied. This uncertainty could very well create unnecessary disputes with our residents.

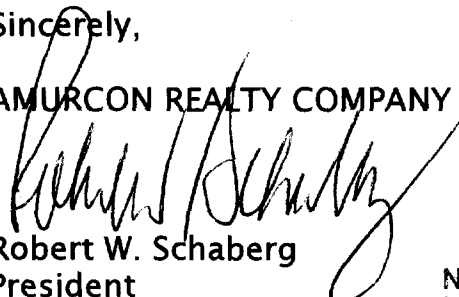
We would appreciate your guidance in determining which provisions of our lease contain terms that might be considered "nongovernmental restrictions" or "Impairments" under the rules you propose in our circumstances.

Accordingly, we enclose a copy of one of our representative lease forms. Please read it and let us know which terms of the enclosed form would violate either of the proposed rules.

Thank you for your assistance.

Sincerely,

AMURCON REALTY COMPANY

  
Robert W. Schaberg  
President

1001 East Main Street, Suite 1100  
Richmond, Virginia 23219  
804/644-1086

No. of Copies rec'd 2413  
List ABCDE

RWS/jcw  
Enclosure

## RENTAL AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between MALLARD COVE ASSOCIATES L.P., AND hereinafter called LANDLORD, and

hereinafter called TENANT(S), and AMURCON REALTY COMPANY, hereinafter called RENTAL MANAGER.

Now, THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Rental Agreement, Landlord and Tenant(s) agree as follows:

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises known as:

\_\_\_\_\_, Chesterfield County, Virginia.

2. TERM. The initial term of this Rental Agreement is one year and \_\_\_\_\_ days, beginning on \_\_\_\_\_ and terminating on \_\_\_\_\_. Unless terminated in accordance with this Agreement, or by law, this Agreement continues upon the expiration of the initial term on a month to month basis upon the same terms and conditions as set forth herein.

3. RENT.

A. Rent Payments. The total rental for the initial term of this Agreement is \_\_\_\_\_

\_\_\_\_\_, (\$ \_\_\_\_\_), payable in equal monthly installments of \_\_\_\_\_ (\$ \_\_\_\_\_), with the first pro-rated payment of \_\_\_\_\_ (\$ \_\_\_\_\_)

being due and payable in cashier's check or money order for \_\_\_\_\_ ( \_\_\_\_\_ ) days. The monthly rental payments are payable in advance, without demand and in full without proration or setoff, on the first day of each calendar month at the office of RENTAL MANAGER at 4123 Mallard Landing Circle, Midlothian, Virginia 23112, or at other places as RENTAL MANAGER may designate by advance written notice to Tenant.

B. Late Payment. If the rental payment is received by Landlord after the fifth (5) day of any calendar month, a late penalty of Forty-five dollars (\$45.00) will be assessed against Tenant. If the rental payment is received by Landlord after the twelfth (12) day of any calendar month an additional late penalty of \$5.00 per day will be assessed plus court costs. Any rental payment received after legal action has been initiated by Landlord will be accepted with reservation and will be applied to delinquent rent due, but will not affect legal action instituted by Landlord against Tenant to recover delinquent rent and possession of the premises.

C. Returned Checks. Landlord reserves the right to require that all monthly installments be made by money order or cashier's check, and to impose a service charge of \$25.00 on Tenant(s) for returned private party checks, plus normal late charges if returned after the fifth of the month.

4. SECURITY DEPOSIT. Tenant(s) hereby deposits with Landlord the sum of \_\_\_\_\_

(\$ \_\_\_\_\_), as a security deposit, to secure a complete and faithful performance by the Tenant of all terms and conditions of the Rental Agreement, and of the obligations imposed on Tenant by Chapter 55, Code of Virginia (1950), as amended, the *Virginia Residential Landlord and Tenant Act*.

A. Statutory Provisions. Under the *Virginia Residential Landlord and Tenant Act*, if Tenant defaults with any provision of the Rental Agreement, or the statutory obligations, Landlord may terminate the Rental Agreement, and may apply all or part of the security deposit to the payment of accrued rent and the amount of damages which have been suffered, which includes but is not limited to physical damages, appropriate charges to Tenant not previously reimbursed to Landlord, actual damages for breach of the Rental Agreement, attorney's fees and costs. It is the policy of Landlord to apply security deposits to non-rent items first, and then to any unpaid rent. Within thirty (30) days after termination of tenancy and return of possession of the premises by Tenant to Landlord, Landlord must provide Tenant with an itemized listing of all deductions made from the security deposit, and with payment of amount due Tenant, together with any accrued interest as is required by law.

B. Forwarding Address. Tenant must provide Landlord written notice prior to vacating the premises of the forwarding address so that Landlord can forward to Tenant the security deposit disposition statement prior to the end of the 30 day statutory period. If Tenant fails to give notice of a forwarding address, Landlord will send the security deposit statement to the last known address of Tenant, but will retain the security deposit refund, if any, until Tenant notifies Landlord of the appropriate address.

C. Multiple Tenants. Where more than one Tenant signed the Rental Agreement, a violation or deduction to be made is joint and several, and the Landlord is not liable for any understanding that may exist between two or more Tenants as to the portion of the security deposit that one Tenant may be entitled to, as opposed to another Tenant. Landlord will draw one check, payable to all Tenants jointly, and forward same to the forwarding address provided to Landlord by written notice as required herein.

D. Check-out Inspection. Under the *Virginia Residential Landlord and Tenant Act*, the Landlord must make reasonable efforts to provide Tenant with notice of a right to be present at the time of check-out inspection. Landlord will include in the vacating notice sufficient language to inform Tenant(s) of this right to be present. Tenant(s) must make a written request to Landlord to be present at such an inspection, and Landlord will notify Tenant(s) of the inspection time which must occur within 72 hours of the termination of the tenancy. If Tenant(s) fail to make such a request, or fail to schedule such an inspection, Landlord will proceed to do the check-out inspection without Tenant(s) being present.

E. Setoff Prohibited. Tenant has no right to deduct the security deposit from the rental payment for the last month of the term of this Rental Agreement.

F. Landlord's Successor Obligated for Security Deposit. If Landlord in any way transfers its interest in the premises, or in the management of the premises, to a third party, Landlord may transfer the security deposit to the transferee and is thereafter released from all liability for the return of the security deposit to Tenant. If such a transfer occurs, Tenant agrees to look to the transferee solely for the return of the security deposit and to release Landlord from all obligations and liability relating thereto.

G. Physical Damages to Premises. Addendum #2, attached hereto and incorporated by reference herein, establishes a tentative schedule of standard deductions to be utilized by Landlord in assessing charges against Tenant for physical damages done to the premises, with the exception of reasonable wear and tear. Landlord reserves the right to alter the said schedule if the repair costs should become higher than those listed thereon. Landlord further reserves the right to assess against Tenant for such damages the actual costs of materials and repairs, if there is a variance between the tentative schedule and the actual bill for such materials and repairs. Addendum #2 also establishes the tentative schedule for charges to be made by Landlord against Tenant during the term of the tenancy for any damages as may occur.

5. INSPECTION AND CONDITION OF THE APARTMENT. Tenant(s) have made an inspection of the premises, and Tenant(s) agree that the premises is in a fit and habitable condition, except for such damages as have been itemized in a written check-in sheet, a copy of which will be submitted by Landlord to Tenant(s) within five (5) days after occupation of the premises by Tenant(s). The check-in sheet will be deemed correct unless Tenant(s) object to it in writing within five (5) days after its receipt by Tenant(s).

6. NOTICE OF ABSENCE BY TENANT(S). Tenant must give Landlord notice of an anticipated extended absence of Tenant(s) from the premises in excess of seven (7) days. Tenant(s) agree that, during such absence from the premises, Landlord may enter the premises at times reasonable necessary to protect the premises and any property belonging to Landlord on the premises. If Tenant(s) fail to give such notice, Landlord may recover any actual damages sustained.

7. USE, OCCUPANCY AND MAINTENANCE.

A. RESIDENT may not, without the prior written consent of the OWNER, assign this Lease or sublet the Apartment or any part thereof or give accommodation to any roomer, lodger or other person not herein set forth, nor permit the use of the Apartment for any purpose other than as a private dwelling solely for the use of RESIDENT and RESIDENT'S family consisting of the following named persons:

- B. Tenant(s) will:

1. Keep the premises in good, clean, safe and sanitary condition;
2. Comply with all applicable health and safety laws and Rules and Regulations promulgated by the Landlord;
3. Use in a reasonable manner all utilities, services, facilities, appliances and equipment provided by Landlord; and
4. Keep all appliances and equipment in good and clean conditions, with the exception of reasonable wear and tear.

C. Tenant(s) must otherwise comply with the statutory obligations imposed on Tenant(s) by § 55-248.16, Code of Virginia (1950), as amended, the applicable section of the *Virginia Residential Landlord and Tenant Act*.

8. LANDLORD'S INABILITY TO DELIVER POSSESSION TO TENANTS. If Landlord is unable to deliver possession of the premises unit to Tenant(s) on the beginning date of this Rental Agreement, through no fault of the Landlord's, Landlord is not liable to Tenant(s) for any damages other than to rebate any rent paid by Tenant(s) in advance and to return any security deposit which has been paid by Tenant(s). If Landlord cannot deliver possession of the premises unit within ten (10) days of the beginning date of this Rental Agreement, this Agreement can be terminated by either Landlord or Tenant(s) by the giving of notice as provided herein.

## 9. PERSONAL PROPERTY OF TENANT.

A. All personal property placed on the premises, storage rooms, or in any other part of the Landlord's property, shall be at the sole risk of Tenant, or the parties owning the same, and Landlord shall not be liable for the loss, destruction, theft of, or damage to such property. Landlord recommends that Tenant obtain insurance coverage for their personal property such as "Renter's Insurance."

B. Any items of personal property belonging to Tenant which are left on the premises after Tenant vacates the premises, for one calendar month or more, will be considered abandoned property and will become the sole property of Landlord, or will be disposed of as Landlord sees fit.

10. **LIABILITY OF LANDLORD.** Landlord is not liable for matters outside the dominion or control of Landlord so long as there is no negligence on the part of Landlord, including but not limited to: failure of utilities or services; acts of God; and any injuries or damages to persons or property either caused by or resulting from falling plaster, dampness, overflow, or leakage upon or into the premises of water, rain, snow, ice, sewage, steam, gas, or electricity, or by any breakage in or malfunction of pipes, plumbing, fixtures, air conditioners, or appliances, or leakage, breakage, or obstruction of soil pipes, nor for any injury or damage from any other cause. Landlord, in addition, shall not be liable under any circumstances of Tenant(s)' failure to provide Landlord with prompt notice of any such conditions existing in the premises, or on the premises complex. Tenant hereby releases Landlord from any and all such liability and agrees to indemnify Landlord for such losses, with respect to Tenant and all invitees of Tenant.

11. **CASUALTY DAMAGE OR CONDEMNATION.** If the premises are damaged or destroyed by fire or other casualty of the extent that the Tenant(s)' enjoyment thereof is substantially impaired, and Tenant(s) are not at fault for said casualty, then Tenant(s) may immediately vacate the premises and notify Landlord in writing of an intention to terminate the Rental Agreement within fourteen (14) days thereafter. If the premises are only partially uninhabitable, Landlord will make an appropriate abatement of all or part of the rental payment until such times as Landlord can fully restore the premises to its original condition. In the event that Landlord and Tenant(s) cannot agree as to the question of habitability, the decision of the building inspector for the County of Chesterfield, VA will control in this regard. Landlord reserves the right to proceed legally to remove Tenant(s) from the premises if same are uninhabitable and unsafe for continued occupancy. If the Tenant(s) were at fault as far as the casualty is concerned, Landlord reserves the right to proceed legally against Tenant(s) to recover damages for the said casualty.

If the premises, or any part thereof, are taken by a government agency or authority, this Agreement may be terminated at the option of the Landlord. Tenant(s) expressly waive the right to participate in any proceeds, and the right to claim any damages as a result of such condemnation.

12. **REPRESENTATIONS IN RENTAL APPLICATION.** This Rental Agreement was entered into based upon the representations of Tenant(s) contained in the Rental Application. If any of those representations are found to be misleading, incorrect or untrue, Landlord may immediately terminate the Agreement and notify Tenant(s) to vacate the premises.

13. **WAIVING OF BREACH NOT GENERAL WAIVER.** If Landlord waives a noncompliance by Tenant(s) with the Rental Agreement, or with the law, such waiver shall not be interpreted as a waiver of any subsequent breach of noncompliance, and this Agreement shall continue in full force and effect.

14. **SUBORDINATION.** This Agreement is junior and subordinate in lien to any and all present, or future, mortgages or deeds of trust, affecting the premises. Tenant does hereby constitute and appoint Landlord irrevocably, as Tenant's attorney-in-fact, to execute any certificate for and in behalf of Tenant in order to effectuate a subordination of this Rental Agreement, in compliance with provisions of this paragraph.

15. **SEVERABILITY.** If any provisions of this Agreement are violative of the law or equity, it is agreed that the remaining provisions are in full force and effect.

16. **FINANCIAL RESPONSIBILITY.** If the Landlord is required to pay money or other consideration to Tenant(s), Tenant(s) agree that such financial obligation(s) will be satisfied solely from the Landlord's estate and interest in the premises known as Mallard Cove and the real estate upon which the said premises are situated, and the improvements of which it is a part, or the proceeds thereof, so that Landlord, and its Managing Agent, will incur no individual liability for such financial obligations.

17. **NOTICE.** All notices between Landlord and Tenant(s) shall be in accordance with Section 55-248.6, Code of Virginia (1950), as amended, the applicable provision of the *Virginia Residential Landlord and Tenant Act*, which provides for a full calendar month written notice to be given by regular mail or by personal delivery, with the party giving notice retaining a certificate of mailing.

18. **UTILITIES.** Landlord will provide Tenant(s) with the following utilities (if checked):

Utility	Yes	No	Utility	Yes	No
Cold Water	X		Electricity		X
Hot Water		X	Heat		X
Sewer	X		Air Conditioning		X

Landlord will, in addition, provide utility services appropriate for any common areas of the apartment complex, if the premises are part of an apartment complex. Tenant(s) agree not to use same in an illegal manner. Discontinuation or interruption of services by Landlord for any cause not attributable to the fault or the liability of the Landlord shall not result in a financial liability of Landlord to Tenant(s); the only responsibility of the Landlord being reasonable diligence in his efforts to provide such services. Tenant(s) must procure, maintain and pay for all utility services, if any, not provided by Landlord, direct with the appropriate utility companies. Relative to the utilities provided by Landlord, Tenant(s) agree, and hereby authorize, Landlord to acquire copies of such utility bills to determine usage and costs. Landlord reserves the right to assess Tenant(s) for any waste of such utility services provided by Landlord. Landlord, furthermore, reserves the right to separate the utility charges from the remainder of the rental payment, requiring Tenant(s) to pay the appropriate utility companies direct for such services, provided that Landlord gives written notice to Tenant(s) at least one (1) month prior to the effective date of such arrangement. Landlord further reserves the right, if such utility charges are in fact separated from the remainder of the rental payment, not to reduce the monthly rental payment of Landlord upgrades the premises. If Tenant(s) desire telephone service, arrangements must be made direct with the telephone company, but Landlord reserves the right to designate the location of the telephone connector within the said leased premises.

19. **APPLIANCES, FURNISHINGS AND EQUIPMENT.** Landlord will provide Tenant(s) with the following appliances, furnishings and equipment (if checked):

Item	Yes	No	Item	Yes	No
Range	X		Dishwasher	X	
Refrigerator	X		Blinds	X	
Furniture		X	* Smoke Detector	X	
Carpeting	X		Disposal	X	

\* resident responsible for maintenance and operation of

20. **LANDLORD'S RIGHT OF ACCESS TO PREMISES.** Landlord shall have reasonable access to the premises for lawful purposes including but not limited to maintenance, showing the premises to prospective tenants of that particular premises, and otherwise showing the premises to appropriate persons. Except where it is impractical to do so, Landlord will give Tenant(s) reasonable notice of Landlord's intention to gain access to the premises for a designated purpose.

## 21. EMPLOYMENT TRANSFER.

A. Landlord agrees that Tenant(s) may terminate the Rental Agreement if Tenant's place of employment changes permanently to a location which is at least thirty-five (35) miles or more in a direct line from the complex.

B. If Tenant(s) so terminates then Tenant(s) will pay Landlord as liquidated damages:

1. The amount equal to one month's rent if less than six (6) months of the term of this Agreement has elapsed as of the effective date of the termination; or
2. The amount equal to one-half month's rent if more than six (6) months, but less than twelve (12) months, of the term of this Agreement has elapsed as of the effective date of the termination.

C. In order for Tenant's notice of termination to be effective, it must be given to Landlord, in writing, at least one full calendar month prior to the effective date of termination on the last day of the calendar month.

D. Tenant(s) agrees to provide Landlord with a notarized statement from their employer stating date and location of transfer.

E. Early termination dates shall be no more than sixty (60) days prior to the reporting date of the new employment location.

F. If Tenant(s) fails to vacate the premises on or before the date specified in the Tenant's notice of termination, Landlord may:

1. Declare the termination notice null and void, which operates to maintain this Agreement in full force and effect; and
2. Seek reimbursement from Tenant(s) for any expenses or other damages incurred as a result of Landlord's reliance upon Tenant's notice of termination.

G. Tenant(s) agrees that the notice of termination under these provisions is only operative if, among the other conditions precedent contained herein, Tenant(s) is current in all monthly rental installment payments to Landlord.

22. **MILITARY TRANSFER.**

A. Landlord agrees that Tenant(s) may terminate this Agreement if Tenant(s) is being involuntarily discharged or relieved from active duty in the Armed Forces of the United States.

B. If Tenant(s) so terminates then Tenant(s) will pay Landlord as liquidated damages:

1. The amount equal to one month's rent if less than six (6) months of the term of this Agreement has elapsed as of the effective date of the termination; or
2. The amount equal to one-half month's rent if more than six (6) months, but less than twelve (12) months, of the term of this Agreement has elapsed as of the effective date of the termination.

C. Military Tenant's notice of termination to be effective thirty (30) days from receipt of written notice.

D. Tenant(s) agrees to provide Landlord with an official copy of the orders from the Armed Forces of the United States of such transfer or discharge or release from active duty.

E. Early termination dates shall be no more than sixty (60) days prior to the reporting date at the new duty station location.

F. If Tenant(s) fails to vacate the premises on or before the date specified in the Tenant's notice of termination, Landlord may:

1. Declare the termination notice null and void, which operates to maintain this Agreement in full force and effect; and
2. Seek reimbursement from Tenant(s) for any expenses or other damages incurred as a result of Landlord's reliance upon Tenant's notice of termination.

G. Tenant(s) agrees that the notice of termination under these provisions is only operative if, among the other conditions precedent contained herein, Tenant(s) is current in all monthly rental installment payments to Landlord.

23. **CANCELLATION.** After the initial term of this Agreement, Landlord or Tenant(s) may terminate the Agreement upon written notice at least one month prior to the effective date of the termination. Tenant(s), in addition to providing sufficient notice to Landlord of an intention to terminate, must be current in rental payments; must surrender possession of the premises in good condition, with the exception of reasonable wear and tear; and must pay for all damages or assessments for damages made by Landlord against Tenant(s) in accordance with the schedule for physical damages contained in ADDENDUM #2, other provision of this Agreement, or as Landlord shall see fit.

24. **ACTION BY LANDLORD UPON DEFAULT BY TENANT(S).**

A. **Material Noncompliance by Tenant(s).** Any material noncompliance committed by the Tenant(s), the children or other family members of Tenant(s), or by the guests or invitees of the Tenant(s), with any obligation imposed upon Tenant(s) by the terms and conditions of this Rental Agreement, the Rules and Regulations, or Virginia law, may, at Landlord's option, be grounds for termination of Tenant(s)' right to continue to live in the apartment premises.

B. **Material Noncompliance by Tenant(s) Failing to Pay Rent When Due.** The Tenant(s)' rent is due and payable on the first (1st) day of each calendar month. If Tenant(s) fail to pay such rent due after Landlord has served a five (5) day material noncompliance notice for failure to pay rent, Tenant(s) are in default, and Landlord may terminate this Rental Agreement in accordance with law.

C. **Material Noncompliance by Tenant(s) Which Cannot Be Cured Within 21 Days.** If Tenant(s) commit this type of material noncompliance, Landlord may serve on Tenant(s) a material noncompliance notice stating that if Tenant(s) do not cure the specified noncompliance(s) within twenty-one (21) days, if the noncompliance(s) be remediable at all, the Landlord will terminate this Rental Agreement in thirty (30) days.

D. **Material Noncompliance by Tenant(s) Which Cannot Be Cured.** If Tenant(s) commit a material noncompliance which cannot be cured within the statutory 21 day period of time, or otherwise commits objectionable conduct in the opinion of Landlord, Landlord may serve on Tenant(s) a "Termination of Rental Agreement Notice" stating that the Rental Agreement will terminate in thirty (30) days for the reasons stated therein which constitute justification for termination of the tenancy.

E. **Material Noncompliance by Tenant(s) Which Can Be Remedied By Repairs, Cleaning, or Replacement.** If Tenant(s) commit a material noncompliance which could be remedied by repair, cleaning or replacement, Landlord may place Tenant(s) on notice that Landlord is going to make the repair, cleaning or replacement on a certain date, and that the itemized bill for same will be submitted to Tenant(s) as an obligation to Landlord which is payable as rent at the first of the next month. The failure of Tenant(s) to pay the bill as required will result in a material noncompliance for failure to pay the rent for which the Landlord may terminate the Rental Agreement, as provided for by law, or will result in a monetary obligation for which Landlord may file a civil warrant in debt and recover a judgment in the appropriate court.

F. **Remedies Available to Landlord Upon Termination of Rental Agreement.** Upon termination of the Rental Agreement, Landlord may, in addition, seek a money judgement for any physical damages there may be to the premises, or the premises complex. Landlord may, further, seek a money judgement for any actual damages sustained as a result of Tenant(s)' default and breach of the Rental Agreement, including but not limited to, rent for the balance of the term of the Rental Agreement, or until the premises are re-rented. Upon termination of the Agreement, Owner may treat the security deposit as provided in Paragraph #4 of this Rental Agreement.

25. **LANDLORD'S REMEDIES UPON ABANDONMENT BY TENANT.** Except as provided in paragraph 21 and 22, if Tenant abandons the premises prior to the expiration of the lease term of this Agreement, Tenant shall remain liable for the monthly installments of rent due hereunder until the expiration of the term of this Agreement or until the premises are re-rented by Landlord, whichever first occurs.

26. **HOLDOVER STATUS.** If, after the vacating date has been satisfied, due to a termination of the Rental Agreement, pursuant to Paragraph #22 of this Rental Agreement, or a cancellation pursuant to Paragraph #21 of this Rental Agreement; Tenant(s) remain in possession of the premises, Tenant(s) are liable for the rental damages sustained by Landlord by the Tenant(s) holding over, as well as for the payment of the fair market rent as determined by a court of law.

27. **DISCRIMINATION.** Landlord will not discriminate against Tenant(s) in the provision of services, or in any other manner, on the basis of race, creed, religion, sex, national origin, family status or handicap.

28. **REASONABLE ATTORNEY'S FEES.** For purposes of this Agreement, if Tenant(s)' noncompliance with the Agreement or the law causes Landlord to employ an attorney at law, Tenant(s) agree to pay a reasonable attorney's fee, which will constitute at least twenty-five percent (25%) of any amounts sued for by Landlord.

29. **RULES AND REGULATIONS.** Tenant(s) agree that the Rules and Regulations, attached hereto and incorporated by reference herein as Addendum #1, and any other reasonable rules and regulations subsequently adopted by Landlord which do not substantially modify this Rental Agreement, and of which Tenant receives reasonable notice, will be a part of this Rental Agreement. Any noncompliance with, or violation of, the Rules and Regulations will, therefore, constitute a noncompliance with, or a violation of, this Rental Agreement.

30. **AGENCY.** Landlord hereby appoints Amurcon Realty Company as its authorized agent with full and complete authority to engage in all aspects of the business of the premises.

31. **MODIFICATIONS AND ADDITIONS.** This Rental Agreement represents the entire agreement of Landlord and Tenant(s) with the exception of the ADDENDUMS attached hereto, and incorporated by reference herein.

32. **APPLICABILITY OF VIRGINIA LAW.** This Rental Agreement is supplemented by, and is to be construed with, and interpreted by, the Code of Virginia (1950), as amended, and in particular Chapter 55, which is known as the *Virginia Residential Landlord and Tenant Act*.

33. Whenever the context of this Agreement shall so require, the singular shall include the plural and vice-versa, and the masculine shall include the feminine and the neuter and vice-versa.

IN WITNESS WHEREOF, Landlord and Tenant(s) have executed this Rental Agreement on \_\_\_\_\_

MALLARD COVE ASSOCIATES, L.P.  
AMURCON REALTY COMPANY, Agent

By \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

**Addendums Attached:**

1. Rules and Regulations
2. Physical Damage Schedule
3. Reexamination of Income
4. Possession of Illegal Drugs

# ADDENDUM #1

## RULES AND REGULATIONS

This Addendum to the Rental Agreement by and between MALLARD COVE ASSOCIATES, L.P., Landlord, and \_\_\_\_\_,

Tenant(s); and AMURCON REALTY COMPANY,

Managing Agent, dated \_\_\_\_\_

Tenant agrees that the following Rules and Regulations, and any other additional reasonable rules and regulations promulgated by Landlord which do not substantially modify the Rental Agreement and of which Tenant receives reasonable notice, will be part of the Agreement. Any noncompliance with these Rules and Regulations, therefore, constitutes a noncompliance with the Rental Agreement.

A. **PARKING.** No automobile or other vehicle will be parked upon any part of the premises at any time except in the areas designated in the parking area. Any vehicle found in violation of this provision is subject to towing at the risk and expense of the owner of the vehicle. Tenant(s) are responsible for any damages which are incurred by Landlord as a result of the improper parking of vehicles which belong to Tenant(s) or which belong to guests or invitees of Tenant(s). All vehicles must be operational and currently licensed and state inspected in order to be entitled to park on the designated parking areas. Motorcycles are subject to the same rules as contained herein for other vehicles, and shall not be parked on the grass or anywhere else except where Landlord designates. Any large trucks (over one-half ton) or recreational vehicles must be approved in writing by Landlord prior to being entitled to park in the designated parking areas. There shall be no washing or repairing of vehicles at the apartment complex. Limit of two (2) vehicles per apartment is allowed.

B. **DEADBOLT LOCKS/BURGLARY PREVENTION DEVICES.** Tenant(s) will not install any other burglary prevention devices, other than the deadbolt locks provided by Landlord, without Landlord's prior written approval, which will be given to Tenant(s) upon request if the additional devices comply with the following terms and conditions:

1. The installation does not permanently damage the premises;
2. Duplicate keys, etc., are provided to Landlord; and
3. Upon termination of the Rental Agreement, Tenant(s) remove such devices, and restore the premises to its original condition, should Landlord so request.

C. **TRASH AND GARBAGE.** Tenant must take the trash and garbage from the apartment premises to the place(s) designated by Landlord. Tenant will not be allowed to maintain garbage cans outside the apartment premises, but must use the receptacles provided by Landlord. Landlord will remove the garbage regularly from the common receptacles. Please be careful not to put hot ashes into the receptacles provided by Landlord.

D. **QUIET HOURS.** Tenant will not make any disturbing noises on the apartment premises which will unreasonably interfere with the rights, comforts, or conveniences of other tenants in the complex. The hours between 12:00 o'clock Midnight and 8:00 o'clock a.m. are considered quiet hours on the complex and will be observed by tenants.

E. **DANGEROUS STORAGE.** Tenant(s) shall not use or keep in the apartment explosives, cotton samples, burning fluid, camphene, kerosene, fuel of any kind or other easily inflammable material and shall not otherwise permit anything to be done on the apartment premises which will in any way increase the rate of fire insurance in the apartment complex, or in any way conflict with any ordinance, rule or regulation of any governmental authority having jurisdiction over the apartments.

F. **SIGNS.** No sign, advertisement, notice or other lettering will be placed by Tenant on any part of the inside or outside of the apartment premises, or anywhere in the complex without prior written consent of Landlord.

G. **WINDOWS/BUILDING EXTERIOR.** Tenant(s) shall not install anything in the windows which projects out of the window, including but not limited to air conditioning units, television or radio antenna, aerials, cables, and clotheslines. Further, nothing is to be attached to the exterior of the building (roof, wall, etc.), and anything so attached is subject to removal by Landlord without notice to Tenant(s). Only curtains, drapes or shades that are white or white-backed can be installed on the windows or patios.

H. **WALKWAYS NOT TO BE OBSTRUCTED.** The walk, entrances, passages, courts, stairways, corridors, and halls must not be obstructed, or encumbered or used for any purpose other than entering or leaving the apartment premises. Litter must be placed in the receptacles provided by Landlord, and storage of personal property is only allowed where Landlord so designates.

I. **APARTMENT DOOR.** The apartment door does not lock automatically. Tenant(s) should use their keys to lock the door when leaving. If Tenant(s) lock themselves out of their apartment, Landlord will let Tenant(s) back in, at no charge if the rental office is open, and for a nominal charge of \$45.00 if the said office is closed. Landlord will not, under any circumstances, let someone other than Tenant(s) or occupants as listed on the rental application, into the premises without prior written approval of Tenant(s), a copy of which has been provided to the Landlord.

J. **DAMAGES CAUSED BY TENANT.** Any damage resulting from the heating, water, lighting, or plumbing equipment or to the plastering, paint or woodwork or to any other part of the apartment premises, from misuse or lack of proper care shall be borne by Tenant. Landlord reserves the right to insist upon reimbursement for any and all damages caused by Tenant(s) which Landlord repairs as rent due with the next rental payment, provided that Landlord gives reasonable notice to Tenant(s) thereof.

K. **ALTERATIONS OR IMPROVEMENTS TO PREMISES.** No alterations or improvements to the apartment premises will be made by Tenant without prior written approval by Landlord. This includes, but is not limited to, painting, changing locks, and nailing or screwing into the walls or woodwork. Any changes or additions so made will be the exclusive property of Landlord.

L. **OVERWEIGHT ITEMS/WATERBEDS.** Any article of personal property which weighs in excess of 600 pounds, including any waterbeds, shall not be placed into the premises by Tenant(s) without prior written approval of Landlord. Landlord reserves the total discretion on such items to not allow the item at all, or if allowed, to condition such allowance on a certain geographical placement within the premises.

M. **GUEST OR INVITEES.** Tenant(s) are responsible for the acts and conduct of their guests or visitors to the apartment complex, and if such guests or visitors commit acts which constitute violations of the Rental Agreement, or of Virginia law, Landlord may proceed against Tenant(s) for termination of the Rental Agreement based upon the violations of such guests or visitors. Any overnight guests should register their vehicles with the rental office to preclude towing as an unauthorized vehicle.

N. **RECREATION AREAS.** Landlord has provided various recreational areas and facilities for the use and enjoyment of Tenant(s) and their guests. All persons who use such areas and facilities do so at their own risk and assume all liability and responsibility for any accidents or personal injuries which may occur in connection with the use of these areas and facilities. Any temporary interruption, modification or discontinuance of any particular recreational service is not cause for damages, for termination of this Agreement or for a rebate or reduction in rent.

O. **SOLICITATION.** Solicitation of any type is not permitted anywhere on the apartment complex without the prior written consent of Landlord. Any solicitor (salesperson) who has received Landlord's approval will be issued a card or letter so stating. Tenant(s) should report any and all unauthorized solicitors (salespersons) immediately to Landlord.

P. **OBJECTIONABLE CONDUCT.** Landlord reserves the right to require Tenant(s) and/or guests or invitees to cease and desist from any and all conduct which Landlord deems objectionable because such conduct is criminal, offensive, noisy, dangerous, or is otherwise disruptive of the right of other tenants, or of the apartment complex as a whole.

Q. **SHAMPOO OF CARPET ANNUALLY.** Tenant(s) shall shampoo the entire carpet in their premises at least annually and immediately prior to move-out at the expense of the Tenant(s). Tenant(s) shall only shampoo, or engage a professional to do so, by the "extraction method," and the Landlord will be provided with proof of compliance by Tenant(s). Should Tenant(s) fail to provide such compliance, Landlord will proceed to engage a professional, pursuant to Paragraph 23(e) of the Rental Agreement, and bill Tenant(s) accordingly.

R. **CHILDREN.** All children (under age 16) will be properly supervised by Tenant(s) at all times at the apartment complex, and while in the premises. Landlord reserves the right to demand that Tenant(s) properly supervise children. Any noncompliance with the Rental Agreement, the Rules and Regulations, or the Virginia Residential Landlord and Tenant Act, by a child under the Tenant's supervision will be considered to be a noncompliance by Tenant(s), and will otherwise be grounds for termination of the Rental Agreement as provided in Paragraph 23 of the Rental Agreement.

IN WITNESS WHEREOF, Landlord and Tenant(s) have executed this Addendum on the date reflected herein.

MALLARD COVE ASSOCIATES, L.P.  
AMURCON REALTY COMPANY, Agent

By \_\_\_\_\_

Authorized Representative

Tenant

Tenant

## ADDENDUM #2

This Addendum to the Rental Agreement between MALLARD COVE ASSOCIATES, L.P., Landlord;

Tenant(s);

and AMURCON REALTY COMPANY, hereinafter called Managing Agent, dated

The Rental Agreement, as written, is all inclusive and binding to the Landlord and the Tenant(s), with the exception of the following amendments and/or revisions.

1. Except for normal wear and tear, the following specific deductions or damages shall be charged against Tenant(s):

(a) Excessive or abnormal touch-up of patch holes caused by nails or hanging lamps: \$35.00

(b) Refrigerators, stoves or ovens left excessively dirty or in bad condition: \$50.00

(c) Repainting of parts of the apartment:

Dining Room	- \$ 50.00	Kitchen	- \$50.00
Living Room	- \$100.00	Bath	- \$50.00
Bedrooms, each	- \$ 75.00		

(d) Repainting of entire premises:

2 Bedroom Apartment	- \$300.00	2 Bedroom w/Den	- \$350.00
3 Bedroom Apartment	- \$350.00	3 Bedroom w/Den	- \$400.00

(e) In the event that wallpaper must be removed, Tenant(s) will be charged for the cost of repairing and repainting the wall, including the drywall, if necessary, on a time and material basis.

(f) In the event that the drywall is damaged through removal of tape applied by Tenant(s), Tenant(s) will be charged for painting the area or room as deemed necessary by Landlord.

(g) Unreturned keys:

Apartment	- \$25.00	Mailbox	- \$15.00
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(h) Damaged carpeting or vinyl flooring:

Burn holes	- \$10.00 per hole
Cost per square yard of replacing carpeting or flooring	\$15.00 per sq. yard

(i) Damaged or lost curtain rods:

Living Room	- \$20.00
Other Rooms	- \$15.00

(j) Excessive or unusual repair or maintenance time (not covered above) will be charged at the rate of ten dollars (\$10.00) per hour for labor plus materials.

(k) Tenant will be charged market rate for steam cleaning by a professional service at move-out and deducted from the security deposit unless the office is provided with a dated receipt from a professional carpet cleaning service.

2. Tenant(s) agree(s) that if he vacates these premises prior to the expiration date of this Rental Agreement, thereby breaking this Agreement, Tenant(s) will deliver up and surrender said premises to the Landlord in as good condition as when received, and reimburse Landlord for performing such work as deemed necessary and charging Tenant(s) per the above schedule established herein and the actual bills for such materials and repairs.

IN WITNESS WHEREOF, Landlord and Tenant(s) have executed this Addendum on the date reflected herein.

## ADDENDUM #3

This Addendum to the Rental Agreement between MALLARD COVE ASSOCIATES, L.P., Landlord;

Tenant(s);

and AMURCON REALTY COMPANY, hereinafter called Managing Agent, dated

The Rental Agreement, as written, is all inclusive and binding to the Landlord and the Tenant(s), with the exception of the following amendments and/or revisions:

1. On the commencement date of the Lease Agreement, and every year thereafter, the Lessee shall provide the Lessor with such certifications, verifications, and information as Lessor may require in order to perform an examination, reexamination or redetermination of the family's income and eligibility as provided in the rules of the Internal Revenue Service of the United States. A failure to so provide such certifications, verifications and information, or any falsification or willful misrepresentation thereof shall be deemed to be a violation of the Lease Agreement.
2. If pursuant to Paragraph 1 above the Lessor determines that the Lessee's adjusted family income exceeds the maximum limit for initial occupancy of such dwelling unit applicable at the time of such reexamination and redetermination, the Lessee shall be permitted to continue to occupy such dwelling unit in accordance with a schedule prescribed by the Internal Revenue Service of the United States.

IN WITNESS WHEREOF, Landlord and Tenant(s) have executed this Addendum on the date reflected herein.

## ADDENDUM #4

### UNLAWFUL POSSESSION OR PRESENCE OF CONTROLLED SUBSTANCES AND/OR ILLEGAL DRUGS

The unlawful possession by any person on the Premises, or the unlawful presence on the Premises, of any controlled substance identified in 21 U.S.C. §812 or of any other drug or substance the possession of which is in violation of any state or federal law, is hereby deemed and agreed by Landlord and Tenant (i) to be non-remediable in all respects, (ii) to pose an immediate threat to health and safety, and (iii) to be an act of default by the Tenant under, the Tenant's material non-compliance with, the terms and conditions of this Lease. In the event of either such possession or presence, the Landlord may terminate this Lease immediately and proceed to obtain immediate possession of the Premises in accordance with law. It is understood and agreed by the Tenant that a consequence and effect of this paragraph is to make the Tenant the absolute and unconditional guarantor that no such controlled substance or drug will be, in violation of law, under any circumstances, for any reason whatsoever, at any time during the term of this Lease, in the possession of any person on the Premises, or otherwise on the Premises at all.

Agreed to By:

Date

Tenant

Tenant

PROPERTY Mallard Cove Associates, L.P.

AMURCON REALTY COMPANY, Agent

By

Its Authorized Representative